AWARD/CONTRACT 1. This Contra Under DPA						Rating DOA5	Page 1	Of 23		
2. Con	tract (Proc. I	nst. Ident) No.		ective Da						
DAAE2	0-02-C-0090			2	2002MAY14 SEE SCHEDULE					
5. Issue	ed By		Code	W52H09					le S3309A	
TACOM	-ROCK ISLAN	ID	L			LONG ISLAND				
	-LC-CAC-C				605 S	TEWART AVE				
	NANCY MONIKE (309)782-4900 ROCK ISLAND IL 61299-7630				GARDEI	N CITY NY	11530-	-4761		
ROCK	ISLAND IL	61299-7630								
e-mail	address: MC	ONIKEN@RIA.ARMY.MIL				SCD	C P .	AS NONE	ADP PT HQ033	7
7. Nam	e And Addre	ss Of Contractor (No. Street, C	ity, County,	State, An	d Zip Code	e) 8.	Delivery	,	-	-
		SYSTEMS CORPORATION					FOR	Origin X Other (See Below) SEE	SCHEDULE
	EDFORD AVE ORE NY 11	710-0000				9.		t For Prompt Payment	See Below) ===	
DELLLIN	OKE NI II	.710-0000				7.	Discoun	t 1 of 1 tompt 1 ayment		
						10	~			
TYPE	BUSINESS: C	other Small Business Perfo	rming in U	.s.				: Invoices Unless Otherwise Specif		Item
Code	Λ <u>α</u> Τ.2Ω		Facility Co	nde		`	•	dress Shown In:	.ieu)	12
	p To/Mark F	or		62G2T	12. Paym	ent Will Be N			Coc	le HQ0337
	•	T SAN JOAQUIN			•	COLUMBUS CE				
	PORTATION C	FFICER				ENTITLEMEN	T OPERA	ATIONS		
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13. Ant	thority For U	sing Other Than Full And Oper	1 Competitio	n:	14. Accou	nting And A	ppropris	ation Data		
_	0 U.S.C. 2304		-)			1930AC90		S11116 W52H0	q
	. Item No.	15B. Schedule Of Supp	lies/Services	<u> </u>	15C. Qu		15D. Uni			mount
	CHEDULE	CONTRACT TYPE:	JICS/SCI VICCS	3	KIND OF CONTRACT:					
022 0	01122022	Firm-Fixed-Price						nd Priced Orders		
						150 m		1000 1 1 1 N		
				16.70	11 000		otal Amo	unt Of Contract	\$122,245.	. 20
(V)	C4	Description		1	able Of Co		I	D		D(-)
(X)	Section	Description Part I - The Schedule		Page(s)	(X)	Section Part II - Co	ontract (Description		Page(s)
X	A	Solicitation/Contract Form		1	Х	I		act Clauses		17
Х	В	Supplies or Services and Price	es/Costs	6		Part III - I		ocuments, Exhibits, An	d Other Attachn	nents
Х	С	Description/Specs./Work State		8	Х	J		Attachments		23
Х	D	Packaging and Marking		9		Part IV - R	Represen	tations And Instruction	ıs	
Х	E	Inspection and Acceptance		10		K	Repre	sentations, Certification	ns, and	
Х	F	Deliveries or Performance		13			Other	Statements of Offerors	i	
Х	G	Contract Administration Data	ļ	14		L	Instrs.	, Conds., and Notices to	Offerors	
X	H	Special Contract Requirement	ts	15		M	Evalua	ation Factors for Award	d	
		Cont	racting Offic	cer Will C		tem 17 Or 18				
		s Negotiated Agreement (Con						not required to sign this		
-	0	document and return	_ copies to		Solicitation Number DAAE2001R0196 including the additions or changes made by you which additions or changes are set forth in full above, is					
_		tractor agrees to furnish and de ervices set forth or otherwise ide			_			_		
and on any continuation sheets for the consideration stated herein.					hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a)					
The rights and obligations of the parties to this contract shall be				e	the Government's solicitation and your offer, and (b) this award/contract. No					
	subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions,				further contractual document is necessary.					
	representations, certifications, and specifications, as are attached									
or incorporated by reference herein. (Attachments are listed										
herein.)										
19A. Name And Title Of Signer (Type Or Print)					ne Of Contra		ficer			
					NNE C. YACK LEYS@RIA.AF		(309)782-1466			
19B. N	ame of Contr	actor	19c. Date S	Signed		ed States Of			20C. Date	Signed
	01 COM		220. 2000 0					-		
Ву					Ву		IGNED/		2002MAY	14
		erson authorized to sign)				nature of Con	ntracting			
NSN 7	540-01-152-80	109			25-106			Standard Form	ZD (Rev. 4-85)	

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0090

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: https://aais.ria.armv.mil

Regulatory Cite ______ Title _____ Date

A-1 HO, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

A-2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0090

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

(AS7006)

A-3 52.210-4516

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMENT		

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE S	5
CLIN	 PRICE S	\$
CLIN	PRICE S	\$
CLIN	PRICE S	\$

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0090

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

(AS7008)

A-5 52.215-4503

NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

FEB/2002

TACOM-RI

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6 52.233-4503

TACOM-RI

AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

Reference No. of Document Being Continued Page 5 of 23 **CONTINUATION SHEET** PIIN/SIIN DAAE20-02-C-0090 MOD/AMD Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION A-7 52.243-4510 DIRECT VENDOR DELIVERY JAN/1999 TACOM-RT In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below: (End of clause) (AS7012)

A-8 52.246-4538

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/199

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

THIS CONTRACT NUMBER DAAE20-02-C-0090 IS AWARDED TO SPATRON CONTROL SYSTEMS, INC., WITHOUT FIRST ARTICLE REQUIREMENT. CLIN 0001AA FOR 20 EACH DISTRIBUTION BOX IS AWARDED AT A UNIT PRICE OF \$6,112.26 FOR A TOTAL CONTRACT PRICE OF \$122,245.20.

SOLICITATION NUMBER DAAE20-01-R-0196 IS HEREBY INCORPORATED AND MADE A PART OF THIS CONTRACT.

*** END OF NARRATIVE A 009 ***

Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-C-0090 MOD/AMD

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	DISTRIBUTION BOX	20	AY	\$6,112.26000	\$122,245.20
	NSN: 6110-01-052-1881 NOUN: DISTRIBUTION BOX FSCM: 19200 PART NR: 12001496 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: M112A757M1 PRON AMD: 02 ACRN: AA AMS CD: 060011JQEW7 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS:				
	MIL-STD2073-1, SPI P12001496 UNIT PACK: 1 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H091156H913 W62G2T J 2 DEL REL CD QUANTITY DEL DATE 001 20 12-NOV-2002				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130				
0002	Supplies or Services and Prices/Costs				
	DATA ITEM				
	SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.				
	A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0090

MOD/AMD

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

For Local Clauses See: https://aais.ria.army.mil

Regulatory Cite ______ Title _____ Date

B-1 252.225-7008 DFARS SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY

MAR/1998

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

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Name of Offeror or Contractor: ${\tt SPATRON}$ CONTROL SYSTEMS CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: https://aais.ria.army.mil

Regulatory Cite	Title		
52.210-4501	DRAWINGS/SPECIFICATION	MAR/1988	
TACOM-RI			

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing TDPL 12001496 with revisions in effect as of 12/05/00 (except as follows):

SEE ATTACHMENT 01

C-1

(CS6100)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0090

MOD/AMD

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

SECTION D - PACKAGING AND MARKING

D-1

For Local Clauses See: https://aais.ria.army.mil

Regulatory Cite		Title		Date
52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS	(SPECIAL PACKAGING	INSTRUCTIONS)	FEB/2000

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 DEC 99 and the Special Packaging Instruction contained in the TDP

Preservation: MILITARY Level of Packing: B

Quantity Per Unit Package: 001

SPI Number: P12001496, DATED 27 MAY 92

- b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.
- d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer.60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.
 - e. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6411)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0090

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
E-2	52.240-4526 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MAIERIAL	MAI/1994

- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-4 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE)

MAR/2001

- (a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract
- (b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.
- (c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.
- (d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-C-0090

MOD/AMD

Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

- (e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.
- (f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.
- (g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.
- (h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

E-5 52.246-4540 TACOM-RI

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000

APR/2001

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- a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.
- b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.
 - c. You may provide the following information relative to (CP)2-2000 certification:
 - (1)____NOT CERTIFIED
 - (2)____CERTIFIED
 - (i)___DATE OF CERTIFICATION
 - (ii) <u>CERTIFYING ACTIVITY</u>
 - d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:
- (1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."
- (2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.
- (3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

CONTINUATION CHEET	Reference No. of Document Bo	Page 12 of 23	
CONTINUATION SHEET	PIIN/SIIN DAAE20-02-C-0090	MOD/AMD	

Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

(End of Clause)

(ES7016)

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

 $\verb|http://www.arnet.gov/far/| or www.acq.osd.mil/dp/dars|$

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	Regulatory Cite	Title	
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
 - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

	CONTINUATION SHEET		Reference No. of Document Being Continued					Page 14 of 23			
			PIIN/SIIN DAAE20-02-C-0090		MOD/AMD						
Name	of Offeror or	Contractor	SPATRON COI	NTROL SYSTEMS CO	DRPORAT	ION					•
SECTION	G - CONTRAC	CT ADMINISTR	ATION DATA								
							J	ОВ			
LINE	PRON/	OBLG					O	RDER	ACCOUNTI	NG	OBLIGATED
<u>ITEM</u>	AMS CD	ACRN STAT	ACCOUNTING	CLASSIFICATION			<u>N</u>	<u>UMBER</u>	STATION		AMOUNT
0001AA	M112A757M1	AA 2	97 X4930A	C9G 6D	26KB	S11116			W52H09	\$	122,245.20
06	0011JQEW7										
									TOTAL	\$	122,245.20
SERVICE	1							ACCOUN	NTING		OBLIGATED
NAME	TOTA	AL BY ACRN	ACCOUNTING	CLASSIFICATION				STATIO	ONN		AMOUNT
Army		AA	97 X4930A	C9G 6D	26KB	S11116		W52H09	•	\$ _	122,245.20
									TOTAL	\$	122,245.20

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or

www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	Regulatory Cite	Title	Date
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are AMSTA-AQ-CACB@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-14662, ATTN: Suzie Yackley and (309) 782-8054 (ATTN: Louise Kalal).
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
 - (1) The FMS/MAP copies may be submitted to: $\ensuremath{\text{N/A}}$

(End of Clause)

(HS6510)

H-4 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993 TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

For contracts involving F.O.B. Origin shipments furnish the following rail information:
Does Shipping Point have a private railroad siding? YES NO
If YES, give name of rail carrier serving it:
If NO, give name and address of nearest rail freight station and carrier serving it:
Rail Freight Station Name and Address:
Serving Carrier:
(End of Clause)

(HS7600)

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

SECTION I - CONTRACT CLAUSES

For Local Clauses See: https://aais.ria.army.mil

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ www.acq.osd.mil/dp/dars or

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-12	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-13	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-14	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-15	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-16	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
I-17	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-18	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-19	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-20	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-21	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-23	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-24	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-25	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-26	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-27	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-28	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-29	52.232-1	PAYMENTS	APR/1984
I-30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-31	52.232-11	EXTRAS	APR/1984
I-32	52.232-16	IF0082, PROGRESS PAYMENTS - ALTERNATE I WAS DELETED 4 DEC 01 AND REPLACED BY IA0650, (252.232-7004), DoD PROGRESS PAYMENT RATES	MAR/2000
I-33	52.232-17	INTEREST	JUN/1996
I-34	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-35	52.232-25	PROMPT PAYMENT	FEB/2002
I-36	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-37	52.233-1	DISPUTES	DEC/1998
I-38	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-39	52.242-13	BANKRUPTCY	JUL/1995
I-40	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-41	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-42	52.246-23	LIMITATION OF LIABILITY	FEB/1997

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Name of Offeror or Contractor: $\mbox{\sc spatron}$ control systems corporation

	Regulatory Cite	Title	Date
I-43	52.247-63	PREFERENCE FOR U.S FLAG AIR CARRIERS	JAN/1997
I-44	52.248-1	VALUE ENGINEERING	FEB/2000
I-45	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-46	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-47	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-48	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-49	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-50	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-51	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-52	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-53	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-54	252.225-7009 DFARS	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-55	252.225-7010 DFARS	DUTY-FREE ENTRY ADDITIONAL PROVISIONS	AUG/2000
I-56	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-57	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-58	252.225-7037 DFARS	DUTY-FREE ENTRYELIGIBLE END PRODUCTS	AUG/2000
I-59	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-60	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-61	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-62	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-63	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-64	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-65	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995

⁽a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(End of Clause)

(IF7210)

I-66 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

⁽b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

⁽c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

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Name of Offeror or Contractor: SPATRON CONTROL SYSTEMS CORPORATION

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from-
 - (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(TF7211)

I-67 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

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Name of Offeror or Contractor: Spatron control systems corporation

subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
 - (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Programment and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-68 52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-69 52.222-20

WALSH-HEALEY PUBLIC CONTRACTS ACT

DEC/1996

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-70 52.227-1

AUTHORIZATION AND CONSENT

JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the

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delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

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- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

T - 72252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001

- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI	Process:	:	
Faci	lity:		

CONTENT A PLON CHEET	Reference No. of Document Being Continued		Page 22 of 23	
CONTINUATION SHEET	PIIN/SIIN DAAE20-02-C-0090	MOD/AMD		
Name of Offeror or Contractor: SPATRON CON	WITOL SYSTEMS CORPORATION			
Military or Federal Specification or Stand	ard:			
Affected Contract Line Item Number, Sublin	e Item Number, Component, or Element:			
(e) If a prospective offeror wishes is lan acceptable replacement for military	to obtain, prior to the time specified or Federal specifications or standard	=	-	
$ \qquad \qquad (1) \text{May submit the information r} \\ \text{offer;but} \\$	equired by paragraph (d) of this claus	e to the Contracting Of	ficer prior to submission of an	
$\hbox{ (2)} \hbox{Must submit the information} \\$ offers.	to the Contracting Officer at least 10	working days prior to	the date specified for receipt o	

(End of Clause)

(IA7009)

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SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit A	DD FORM 1423, INSTRUCTIONS, GUIDANCE & DOCUMENT SUMMARY	16-FEB-2001	006	
	LIST			
Attachment 001	SECTION C	05-DEC-2000	003	
Attachment 002	REVISED SPEC A-A-52526	26-OCT-2001	009	
Attachment 003	SUGGESTED SOURCES FOR RELAYS		001	

For Local Clauses See: https://aais.ria.army.mil

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	<u>Date</u>	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)